

ATTACHMENT 2

Deposition Transcript

Of Debra Suri

Held On November 22, 2021

(Redacted Pursuant to F.R.Civ.P. 5.2)

THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

TINNY SURI,)
)
Plaintiff,) No.2:21-cv-
) 10866-LJM-C1
)
vs.)
)
EQUIFAX INFORMATION)
SERVICES, LLC; EXPERIAN)
INFORMATION SOLUTIONS, INC.;)
TRANS UNION, LLC; and)
WELLS FARGO BANK, N.A.,)
)
Defendants.)

REMOTE DEPOSITION OF DEBRA SURI

Monday, November 22, 2021

Reported by:
LISA M. MURACO
JOB NO. 202606

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Monday, November 22, 2021
10:00 a.m.

Deposition of DEBRA SURI, held VIA
ZOOM, before LISA M. MURACO, a Notary
Public of the State of New York, New
Jersey, Florida.

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A P P E A R A N C E S:

(VIA VIDEOCONFERENCE)

LYNGKLIP & ASSOCIATES,
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Attorneys for Plaintiff
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BY: MARK KUNDMUELLER, ESQ.

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BY: CALLIE BARR, ESQ.

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A P P E A R A N C E S (CONTINUED) :
(VIA VIDEOCONFERENCE)

SCHUCKIT & ASSOCIATES, P.C.

Attorneys for Trans Union

4545 Northwestern Drive

Zionsville, IN 46077

BY: WILLIAM HUSE, ESQ.

1 D. Suri

2 D E B R A S U R I,

3 called as a witness, having been duly sworn

4 by a Notary Public, was examined and

5 testified as follows:

6 EXAMINATION BY

7 MR. KUNDMUELLER:

8 Q. Good morning.

9 A. Good morning.

10 Q. My name is Mark Kundmueller and I
11 represent one of the defendants in this matter,
12 Wells Fargo Bank.

13 And have you ever had your
14 deposition taken before?

15 A. I have not.

16 Q. Okay.

17 So let me just explain the process a
18 little bit.

19 This is just our opportunity to find
20 out some information -- find out what you know.

21 MR. LYGKLIP: Mark.

22 MR. KUNDMUELLER: Yes, sir.

23 MR. LYGKLIP: I'm sorry to
24 interrupt. I just thought we should get
25 our appearances on the record before you

1 D. Suri

2 start. I apologize for interrupting.

3 MR. KUNDMUELLER: Okay.

4 MR. LYGKLIP: I was trying to raise
5 my hand so I didn't have to actually
6 interrupt. If you don't mind, I'll go
7 first if that's okay.

8 MR. KUNDMUELLER: Sure.

9 MR. LYGKLIP: Sure.

10 Hi, Ian Lyngklip here on behalf of
11 the plaintiff, Tinny Suri. I'm going to be
12 representing Ms. Suri in her deposition
13 this morning as well.

14 MR. KUNDMUELLER: Okay. Mark
15 Kundmueller on behalf of Wells Fargo Bank
16 NA, one of the defendants in this matter.

17 MR. HUSE: William Huse on behalf of
18 TransUnion LLC.

19 MS. BARR: Hi, I'm Callie Barr on
20 behalf of Experian Information Solutions.

21 MR. LYGKLIP: Thank you,
22 Mr. Kundmueller. I appreciate it.

23 MR. KUNDMUELLER: No problem.

24 BY MR. KUNDMUELLER:

25 Q. So as I was saying, Ms. Suri, this

1 D. Suri

2 is just our chance to find out what information
3 you might know about some of things that are at
4 issue here.

5 So it's not meant to be a marathon
6 or anything stressful.

7 If there's any time today when you
8 want to take a break or stop for a while,
9 please just let me know, okay?

10 A. Okay.

11 Q. All right.

12 And since it's our chance to find
13 out some information, our main goal here is to
14 take care of our court reporter. She's got
15 the -- she's the important one with the
16 difficult job here and she has to take down
17 everything we say.

18 A. Okay.

19 Q. And so I wanted to make sure, just
20 to get some ground rules out, that you do like
21 you've been so far, wait until -- if I ask a
22 question, wait until I've completely finished
23 the question before you answer.

24 And I will try to do my best to make
25 sure that I don't ask another question until

1 D. Suri

2 you completely finished your answer, okay?

3 A. Yes.

4 Q. As you've been doing so far, you've
5 been doing great, please make sure you give a
6 clear verbal response because she's working
7 hard to take everything down, and can't see
8 when you nod or shake your head. It's got to
9 be out loud and if you can, avoid things like
10 uh-uh or uh-uh, because those are very
11 difficult to get down accurately, okay?

12 A. Understood.

13 Q. And if there's any time I ask a
14 question that doesn't make sense or you don't
15 understand, please stop me, ask me to clarify
16 or reread the question, okay?

17 A. Yes.

18 Q. And if you go ahead and answer the
19 question, can I assume then that you understood
20 the question?

21 A. Yes.

22 Q. Okay.

23 Are you currently taking any
24 medications or drugs that could somehow affect
25 your testimony, for example, your memory or

1 D. Suri

2 your ability to hear the questions this
3 morning?

4 A. No.

5 Q. Do you have any impairments,
6 difficulty hearing, anything like that, that
7 could affect your ability to hear and
8 understand the questions this morning?

9 A. No.

10 Q. Okay.

11 Can you please state your full name
12 for the record.

13 A. Debra Lee Suri.

14 Q. Have you ever been gone by any other
15 names?

16 A. Yes. My maiden name is Debra Lee
17 Reed, R-E-E-D, and my first marriage, Debra Lee
18 Lang, L-A-N-G.

19 Q. What's your date of birth?

20 A. [REDACTED].

21 Q. And what is your current address?

22 A. [REDACTED],
23 [REDACTED].

24 Q. Excuse me.

25 A. Excuse me.

1 D. Suri

2 Q. No problem.

3 How long have you lived at that
4 address?

5 A. It's going on six years, I believe.
6 Or just six years.

7 Q. Do you recall exactly when you moved
8 to that address?

9 A. June of -- let's see, six years from
10 '21. So was it 2016, 2015.

11 Q. Okay. 2015.

12 And where did you live prior to
13 that?

14 A. We lived in [REDACTED].

15 Q. And what was the address there?

16 A. I don't recall. I know it was

17 [REDACTED]

18 [REDACTED]. But I'm not a hundred percent sure.

19 Q. Okay.

20 A. I'm sorry. I don't remember little
21 details like that.

22 Q. That's perfectly okay.

23 Are you currently married?

24 A. Yes.

25 Q. What is your spouse's name?

1 D. Suri

2 A. Tinny Asmat Suri.

3 Q. And when did you get married?

4 A. March 1st, 2003.

5 Q. Okay.

6 And you've been continuously married
7 since that time?

8 A. Yes.

9 Q. Okay.

10 Congratulations.

11 A. Thank you.

12 Q. All right.

13 What's the highest level of
14 education you've had?

15 A. An associate's degree in business.

16 Q. And where did you obtain that
17 degree?

18 A. Well, I -- I actually obtained it
19 through two colleges. Oakland University. I
20 started out in nursing as an RN, but decided
21 that wasn't for me. So I continued on in OCC.
22 Oakland Community College.

23 Q. Okay.

24 And when did you graduate with that
25 degree?

1 D. Suri

2 A. Well, I had taken part-time classes
3 for about six years. So I believe it was 19 --
4 it would be 2000 -- no. I'm sorry. I'm trying
5 to think.

6 I think it was 1992 or '3.

7 Q. Okay.

8 Are you presently employed?

9 A. No, I retired about ten years ago.

10 Q. Did you do anything to prepare for
11 your deposition today?

12 A. I looked over the paperwork from
13 Wells Fargo. I looked over the summons for
14 this meeting. Trying to remember dates. And
15 not good at that. And just trying to refresh
16 my memory on what's occurred since we received
17 the letter that did not approve the credit card
18 that I had applied for. That's when it all
19 began.

20 Q. Okay.

21 We will -- what -- when you say you
22 reviewed the Wells Fargo documents, what were
23 those?

24 A. Well, as far as the letter of -- the
25 letter of -- I'm trying to think of what you

1 D. Suri

2 call it. Just let me think. Can I look?

3 Q. Well, sure. If you want to tell me
4 what you are looking at, please.

5 A. Well, we were reaffirming -- our
6 reaffirmation of the debt for the Wells Fargo
7 credit card for our LeafGuard service.

8 Q. Okay.

9 A. So I looked that over.

10 Q. Okay.

11 So we will -- we will look at that
12 document in a little bit here.

13 A. Okay.

14 Q. Was there anything other than that
15 document that you just described? Was there
16 anything else that you looked at in preparation
17 for today?

18 A. The subpoenas for the meeting today.
19 I just read through them.

20 Q. Okay.

21 Now, is it your understanding that
22 there's a credit card account with Wells Fargo
23 that's at issue in the litigation?

24 A. Yes.

25 Q. Do you recall what specific type of

1 D. Suri

2 account that was?

3 A. I had applied for a Menards -- now
4 wait. You are talking about the -- the Wells
5 Fargo?

6 Q. Correct. The Wells Fargo account.

7 A. Yes, I know I had filed bankruptcy
8 and my attorney had asked if we wanted to
9 include that account into the bankruptcy
10 lawsuit and I said no, that we would continue
11 to make payments with my husband's help.

12 Q. Before we get there, was -- was this
13 a home project Visa account?

14 A. It was, yes.

15 Q. And Wells Fargo was the lender on
16 this account?

17 A. Yes.

18 Q. When did you open that account?

19 A. I think it was June of 2018.

20 Q. Was there anyone else on the account
21 with you?

22 A. Yes, my husband was a cosigner.

23 Q. What was the purpose for obtaining
24 that card, for opening that account?

25 A. That was so we could put the

1 D. Suri

2 LeafGuard system on our home, and it was a
3 no-interest account with minimum payments, so
4 119 a month, I believe.

5 Q. When you the say LeafGuard system
6 for your home, what exactly was that?

7 A. It's something they put on your
8 gutters so the leaves do not accumulate inside
9 the gutter. It's like a screen and then you
10 don't have to clean your gutters. We live in
11 the woods, so it was a nice addition.

12 Q. I'm going to share my screen here
13 for a second.

14 A. Okay.

15 Q. And let me see if I can --

16 MR. LYNCKLIP: It's not up yet,
17 Mark.

18 MR. KUNDMUELLER: Yup, one second.

19 Okay.

20 (Document review.)

21 MR. KUNDMUELLER: Let's try this.

22 Can you see that?

23 THE WITNESS: I see Exhibit 1.

24 MR. KUNDMUELLER: Okay. Perfect.

25 (Suri Exhibit 1, leaf filter

1 D. Suri

2 contract, remotely introduced and provided
3 electronically to the reporter.)

4 BY MR. KUNDMUELLER:

5 Q. Have you seen this document before?

6 A. Yes. And I wanted to correct
7 something I said earlier. I just thought about
8 it. I think it was around 2015 that we got the
9 leaf filter. It was when -- right after we
10 moved in. So I was incorrect where I said
11 2018.

12 Q. Okay.

13 So have you -- I'm going to have
14 this marked as Exhibit 1 for the deposition.

15 Is this the leaf filter contract
16 that you had with the -- well, who is it with?

17 A. Well, it would be with Wells Fargo.
18 Well, the leaf filter was the company, but the
19 credit card they offered was the Home Projects
20 credit card through Wells Fargo.

21 Q. So is it fair to say the homes
22 project credit card was used to pay the company
23 that put the leaf filter product up on the
24 house?

25 A. Correct.

1 D. Suri

2 Q. Okay.

3 And is this your signature?

4 A. Yes.

5 Q. At the bottom of page 1 of

6 Exhibit 1?

7 A. Yes.

8 Q. Okay.

9 And the date is June 11, 2015.

10 Does that meet with your

11 recollection?

12 A. That's correct.

13 Q. Okay.

14 I don't believe there's -- and

15 Mr. Suri did not sign this particular contract;

16 correct?

17 A. It looks like he did not.

18 Q. Okay.

19 And this is for the -- your current

20 home on [REDACTED]; correct?

21 A. Yes.

22 Q. Okay --

23 A. Yes.

24 Q. I'm going to show you what I marked

25 as Exhibit 2 today.

1 D. Suri

2 (Suri Exhibit 2, application for the
3 credit card from Wells Fargo to finance the
4 LeafGuard system, remotely introduced and
5 provided electronically to the reporter.)

6 BY MR. KUNDMUELLER:

7 Q. Can you please identify this
8 document for me.

9 And I know this is -- it always
10 seems like such an odd question to identify a
11 document, but again, we're preparing a
12 transcript. So we want to make it clear what
13 we've looked at if someone comes in and reads
14 it later.

15 So I'm going to scroll through this
16 Exhibit 2.

17 (Document review.)

18 Q. Can you identify what that document
19 is?

20 A. Yes. It's an application for the
21 credit card from Wells Fargo to finance our
22 LeafGuard system.

23 Q. And is this your signature at the
24 bottom of the page?

25 A. Yes.

1 D. Suri

2 Q. And is this your husband's signature
3 next to that?

4 A. Yes.

5 Q. And what date did you sign the
6 document?

7 A. June 11th of 2015.

8 Q. Did you voluntarily sign the
9 document?

10 A. Yes.

11 Q. Did you review the application
12 before signing?

13 A. Briefly. I mean, my husband and I
14 both looked it over.

15 Q. Okay.

16 And this is the application for the
17 home project Visa card account with Wells
18 Fargo?

19 A. Yes. And the gentleman did explain
20 the terms very thoroughly to us. So we
21 understood.

22 Q. When you say the gentleman, who was
23 that?

24 A. Well, the salesman that sold us the
25 leaf system. I'm sorry. I don't recall his

1 D. Suri

2 name.

3 Q. And that was someone who worked for
4 Wells Fargo or was it someone who worked for
5 the leaf filter company?

6 A. The leaf filter company.

7 Q. Along with this application, were
8 there any additional documents setting out the
9 terms of your agreement with Wells Fargo?

10 A. I'm sorry sir, I don't remember.

11 Q. I'm going to put up what I've marked
12 as Exhibit 3.

13 (Suri Exhibit 3, terms of the credit
14 card agreement with Wells Fargo, remotely
15 introduced and provided electronically to
16 the reporter.)

17 BY MR. KUNDMUELLER:

18 Q. Have you -- let me scroll through
19 this slowly here.

20 (Document review.)

21 Q. Have you seen this document before?

22 A. It looks familiar. It looks like a
23 standard explanation for credit card terms. As
24 I said, this has been six years ago, so I
25 really didn't go over this part.

1 D. Suri

2 Q. Okay.

3 Is it fair to say that it purports
4 to be the terms of your credit card agreement
5 with Wells Fargo?

6 A. Yes.

7 Q. By signing the application did you
8 agree to the terms of this contract?

9 A. Yes.

10 Q. If we look down where it's -- you
11 see the -- there are some page numbers here
12 that say Suri 900. If we go down to page Suri
13 901.

14 And I can move up to where it says:
15 The parties to this agreement.

16 Do you see that paragraph here?

17 A. Yes.

18 Q. Okay.

19 It says: This agreement is made
20 between Wells Fargo Financial National Bank,
21 where it's referring to we, us, and our, and
22 each account holder whether primary or joint,
23 you and your.

24 Is that accurate?

25 A. Yes.

1 D. Suri

2 Q. So in this case you and your would
3 refer to who?

4 A. Myself and my husband, Tinny.

5 Q. Now, I would like to turn to what is
6 marked as page 6 of the agreement. It's Suri
7 902.

8 If you'll look here, the contract
9 states -- there's a paragraph labeled:
10 Default.

11 Do you see that?

12 A. Yes. Now part of it is cut off
13 because of the windows.

14 Q. Oh, I'm sorry.

15 A. If you could maybe move it to --
16 yes, that's perfect.

17 Q. Is that better?

18 A. No.

19 Q. Or is that cut off again?

20 A. Maybe minimize it a little bit.

21 Q. Yeah.

22 A. That's good, good.

23 Q. Would that work.

24 Can you see that?

25 A. Yes, I see the default.

1 D. Suri

2 Q. Okay.

3 Now, it states: Your account will
4 be in default if any of the following occur.
5 And then there's a series of bullet points.

6 A. Yes.

7 Q. Do you see -- what's the last bullet
8 point state?

9 A. You file for bankruptcy.

10 Q. Okay.

11 So you agree at the time you opened
12 the account, the account will be in default if
13 you as the -- defined in the agreement, filed
14 for bankruptcy; correct?

15 A. Yes.

16 Q. Have you filed for bankruptcy?

17 A. I did.

18 Q. When did that happen?

19 A. Oh, back. I think I filed around
20 March of 2018. It took a couple of months to
21 process the paperwork. So I believe it was
22 finalized in maybe May of 2018.

23 Q. Did your husband file for bankruptcy
24 as well?

25 A. No.

1 D. Suri

2 Q. Did your husband know that you were
3 going to file for bankruptcy?

4 A. Yes.

5 Q. Did he agree with your decision?

6 A. Yes.

7 Q. What event occurred in your life to
8 lead you to file for bankruptcy?

9 A. My husband had just left a company.
10 And he had signed a noncompete agreement with
11 that company. And he went to a new company,
12 and they basically had told him it's no problem
13 if you sold this certain product there, and
14 then they ended up suing him for a noncompete
15 agreement.

16 Q. So I'm sorry, I'm not sure I follow.
17 So because your -- because Mr. Suri
18 was sued on a noncompete related to his job,
19 you filed for bankruptcy?

20 A. Yes, the attorney fees to defend
21 ourselves, I believe -- I'm not exactly sure --
22 had risen to about a hundred thousand. We had
23 to hire an attorney. They had told us the
24 probability was really good that we would win
25 the case, but it would cost another hundred

1 D. Suri

2 thousand plus.

3 So we decided that we would settle
4 and I would file bankruptcy because we could
5 not pay our bills after paying out all of that
6 money to defend ourselves.

7 Q. Okay.

8 But only -- but you were the only
9 one to file for the bankruptcy?

10 A. Yes. Because we needed someone that
11 had some credit in case we ran into
12 difficulties financially. That could borrow
13 money or whatever needed to be done, get a car,
14 refinance our home.

15 And believe me, it wasn't a -- it
16 wasn't an easy decision and it was very
17 difficult.

18 Q. I'm going to show you what I've
19 marked as Exhibit 4.

20 (Suri Exhibit 4, petition for
21 bankruptcy, remotely introduced and
22 provided electronically to the reporter.)

23 BY MR. KUNDMUELLER:

24 Q. I'm going to scroll through it.

25 It's 53 pages. So I won't. If you

1 D. Suri

2 would like me to scroll through the entire
3 thing I can, but can you see the first page?

4 MR. LYNGKLIP: I'm sorry to
5 interrupt you. That is not being showing
6 as being shared on your screen. So all we
7 got is a very small little icon at the top
8 of the screen showing the document. It
9 can't really be read or identified from
10 that, so if you want to share it and show
11 it to her, you are going to need to hit
12 that share my screen thing so she can see
13 what that is.

14 MR. KUNDMUELLER: Okay. It should
15 have still been sharing.

16 MR. LYNGKLIP: I -- yeah. If you X
17 out of the document, it may have taken your
18 screen there.

19 MR. KUNDMUELLER: Okay.

20 MS. BARR: Just for the record,
21 Mark -- this is Will Huse -- I can see it
22 clearly.

23 MR. KUNDMUELLER: Okay.

24 MR. LYNGKLIP: You can?

25 Because I'm just getting -- I just

1 D. Suri

2 got a screen with Ms. Suri on it. So
3 there's something different showing up on
4 my screen.

5 MR. KUNDMUELLER: How is that?

6 MR. LYNGLIP: No, I'm still just
7 seeing Ms. Suri. Sorry. And like I said,
8 the -- the document is sitting at the top
9 above Ms. Suri's head. It's only about an
10 inch by an inch and a half.

11 MR. KUNDMUELLER: I'm going to stop
12 sharing for a second and then I will try it
13 again.

14 MS. BARR: I can see it just fine.

15 THE WITNESS: And I do as well.

16 MR. LYNGLIP: Okay. Can you share
17 your screen again, Mark?

18 MR. KUNDMUELLER: I am right now.

19 MR. LYNGLIP: Got it. Thank you.

20 I appreciate that.

21 MR. KUNDMUELLER: No problem.

22 BY MR. KUNDMUELLER:

23 Q. Ms. Suri, can you identify what this
24 document is?

25 (Document review.)

1 D. Suri

2 A. Yes, my petition for bankruptcy.

3 Q. Okay.

4 And if you can see the Court's head
5 on the bottom here, what date was this filed?

6 A. April 3rd of 2018.

7 Q. And that. Does this appear to be,
8 from what you can see here and what you can
9 recall, an accurate copy of your petition for
10 bankruptcy?

11 A. I'm sure it is.

12 Q. Did you file for -- what chapter of
13 bankruptcy did you file under; do you recall?

14 A. Oh, goodness. I don't recall.

15 Q. If you look here on -- on page 3 of
16 the document.

17 A. Mh-hm.

18 Q. The Chapter 7 is checked.

19 Does that refresh your recollection
20 at all?

21 A. Yes.

22 Q. So was it your understanding that
23 you filed under Chapter 7 of the bankruptcy
24 code?

25 A. Yes.

1 D. Suri

2 Q. Okay.

3 Did you list the account with Wells
4 Fargo on this petition?

5 A. Yes. I believe so. I know I gave
6 my attorney a list of all of my creditors. So
7 I'm sure Wells Fargo was on it.

8 Q. I'm looking at a section here on
9 page 19. This is a list of unsecured claims.

10 Was your credit card with Wells
11 Fargo, was that secured by a lien in any
12 property?

13 A. No.

14 Q. So it would be -- if it's on here,
15 it should be listed under the unsecured claims;
16 right?

17 A. I believe so, yes.

18 Q. Okay.

19 If we go to -- here we have -- here
20 we have a Wells Fargo account.

21 Is it your understanding that this
22 would be the leaf filter account?

23 A. Yes.

24 Q. Okay.

25 And it lists a balance of \$4,172.

1 D. Suri

2 Is that the correct amount that was
3 left to pay on that account at the time you
4 declared bankruptcy?

5 A. Where are you seeing that amount?

6 Q. I see the -- right here.

7 A. It's not on my screen.

8 Q. Oh, I'm sorry.

9 A. It's the -- cut off. The right side
10 of my screen is cut off, so I can't read
11 anything beyond.

12 Q. Is that better?

13 A. No, I do not see an amount.

14 Q. How about now?

15 A. Is it on the right side of the page?

16 Q. It is on the right side of the page.

17 A. No. It's blocked by all the
18 windows.

19 Can you minimize it?

20 Q. Sure, yes.

21 A. There we go, yes, \$4,172.

22 Q. Okay.

23 And this is the remaining balance on
24 the Wells Fargo account we discussed?

25 A. As of date of the contract. But I

1 D. Suri

2 did continue -- I never missed a payment. So
3 that number, of course, has been changing as
4 the bankruptcy suit went along. Unless they
5 told me not to keep paying it, but I never
6 missed a payment. So I don't think, you know,
7 I ever skipped paying my monthly fee.

8 Q. Okay.

9 A. But as of that date, yes, I believe
10 it's correct.

11 Q. Did Wells Fargo take any action as a
12 result of the bankruptcy filing?

13 A. Well, I mean, I signed the
14 reaffirmation and I never heard from Wells
15 Fargo. I just kept making my monthly payments.

16 Q. Okay.

17 A. The only thing that I had received
18 from my attorney was the reaffirmation form.
19 My understanding was -- I told her it was not
20 to be included in the bankruptcy lawsuit. And
21 she said, okay, sign this page and then you
22 just continue to make monthly payments until
23 it's paid off.

24 Q. Okay.

25 And what was the purpose for not

1 D. Suri

2 including that in the bankruptcy?

3 A. Well, it was -- we could afford to
4 make that payment with my husband's help. And
5 we just felt that that was a large amount that
6 we could afford to pay. And since he was on
7 the agreement, we decided we would just pay it
8 off.

9 Q. Okay.

10 A. And it was part of the home and
11 we -- we just felt it was the right thing to
12 do.

13 Q. Okay.

14 I'm going to show what I've marked
15 as Exhibit 5.

16 Now, during the course of your
17 dealings with Wells Fargo with this account --

18 MR. KUNDMUELLER: It's telling me I
19 am not sharing my screen anymore.

20 MR. LYNGLIP: We're not seeing it
21 yet, Mark.

22 MR. KUNDMUELLER: Yeah.

23 MR. LYNGLIP: There we go.

24 (Suri Exhibit 5, statement from
25 Wells Fargo, remotely introduced and

1 D. Suri

2 provided electronically to the reporter.)

3 MR. KUNDMUELLER: It somehow kicked
4 me out of share screen.

5 BY MR. KUNDMUELLER:

6 Q. During the course of your dealings
7 with Wells Fargo did you get monthly statements
8 from Wells Fargo?

9 A. No. And also -- I'm sorry -- I'm
10 getting a window that says "launch meeting."
11 Should I hit that tab? Because now my -- where
12 your documents were it's just saying "launch
13 meeting."

14 Q. No, it shouldn't be doing that.

15 A. Because I see you.

16 MR. LYNGLIP: Mark, it looks like
17 you are sharing the screen of your Web
18 browser.

19 MR. KUNDMUELLER: Right.

20 MR. LYNGLIP: You shared the wrong
21 screen.

22 THE WITNESS: There. Thank you.

23 MR. KUNDMUELLER: It kicked me off
24 of share screen and then I tried to share
25 the -- this one here.

1 D. Suri

2 MR. LYNGLIP: Yeah, it probably
3 went to the window instead of the screen.

4 MR. KUNDMUELLER: It did.

5 How is that?

6 THE WITNESS: Perfect.

7 BY MR. KUNDMUELLER:

8 Q. Can you see where it says Exhibit 5?

9 A. Yes.

10 Q. Okay.

11 This is still better than everyone
12 traveling across the country for the
13 deposition.

14 MR. LYNGLIP: Agreed.

15 BY MR. KUNDMUELLER:

16 Q. All right.

17 I'm going to show you what I marked
18 as Exhibit 5.

19 Can you -- scroll through here
20 slowly.

21 Can you identify this document and
22 what it purports to be?

23 (Document review.)

24 A. Yes, it looks like a statement.

25 Q. Okay.

1 D. Suri

2 Do you recall ever having received
3 statements like this from Wells Fargo?

4 A. I think I did in the beginning, but
5 then I went paperless. And I would just -- I
6 knew how much I had to pay and I paid it.
7 And -- the -- I tried to go on the Wells Fargo
8 website and by that time the card had expired
9 and I could not pull up any documents.

10 Q. When you say by that time, do you
11 mean at the time you declared -- you filed for
12 bankruptcy?

13 A. At the time that we found out that
14 it was on my husband's credit report.

15 Q. When was that?

16 A. That was back in -- after the
17 Menards card was not approved back in June of
18 2020. Because by that time he had pulled up
19 his credit reports to check and see why his
20 credit score had dropped and then we had seen
21 the charge-off.

22 Q. Okay.

23 But as far as -- well, let's look at
24 this statement here, Exhibit 5.

25 What's the time period of -- of this

1 D. Suri

2 statement?

3 A. I -- the date's a little bit cut

4 off, but I see April 7, 2000 --

5 Q. Here. Is that any better?

6 A. No, actually it's worse.

7 Q. It's actually worse.

8 A. I need it minimized.

9 Q. There. Is that better?

10 A. Yes, perfect.

11 Q. Okay.

12 A. April 7, 2018.

13 Q. Okay.

14 Now, the April 7, 2018, that says

15 it's the payment due date; correct?

16 A. Correct.

17 Q. Okay.

18 And the -- the billing cycle dates

19 are February 10, 2018, through March 13, 2018?

20 A. Yes.

21 Q. Okay.

22 And the statement provides -- states

23 what the balance remaining on the account is;

24 correct?

25 A. Yes.

1 D. Suri

2 Q. Okay.

3 And that would be \$3,187?

4 A. Yes.

5 Q. Okay.

6 And at this point in March of 2018,
7 there's still available credit on the account;
8 correct?

9 A. Yes.

10 Q. Okay.

11 The only time you actually took
12 money from this account was the initial
13 purchase of the leaf filter system; correct?

14 A. Yes.

15 Q. Okay.

16 But at least as of this point, which
17 is prior to your bankruptcy filing there was
18 still an available line of credit; correct?

19 A. Yes.

20 Q. Okay.

21 I'm going to show you what we've
22 marked as Exhibit 6.

23 (Suri Exhibit 6, statement from
24 March of 2018 to April of 2018, remotely
25 introduced and provided electronically to

1 D. Suri

2 the reporter.)

3 BY MR. KUNDMUELLER:

4 Q. Can you see that?

5 A. It looks like the same screen.

6 Q. Okay.

7 Is this also --

8 MR. LYNCKLIP: I have the same
9 screen still as well.

10 MR. KUNDMUELLER: Oh.

11 (Document review.)

12 BY MR. KUNDMUELLER:

13 Q. How is that?

14 A. I see, again, the right side is cut
15 off. Oh, Exhibit 6?

16 Q. If I minimize it, is that a little
17 better?

18 A. Yes.

19 Q. Okay.

20 Scroll down.

21 A. Perfect.

22 Q. Can you identify this document for
23 me?

24 (Document review.)

25 A. It looks like the last payment that

1 D. Suri

2 was made on the account to bring it to a zero
3 balance.

4 Q. What is the -- can you see what the
5 date of the -- for the billing cycle is here?

6 A. March of 2018 to April of 2018.

7 Q. The -- did you pay off your account
8 at that point?

9 A. Yes, I paid it off in full. I even
10 called Wells Fargo and they confirmed that
11 there were no late fees. Everything was paid,
12 it was zero balance.

13 Q. Right.

14 But did this occur in -- in March or
15 April of 2018 at the time you were filing for
16 bankruptcy?

17 A. No. That's what I was looking at
18 that date. And I was a little confused.

19 Q. Okay.

20 A. Because I continued to pay on that
21 after my bankruptcy.

22 Q. Right. Okay.

23 If you look here, where it says
24 available credit?

25 A. Yes.

1 D. Suri

2 Q. Is there any available credit now?

3 A. No.

4 Q. Okay.

5 So this would be the next billing
6 cycle --

7 A. Okay.

8 Q. -- after you declared bankruptcy is
9 that accurate?

10 A. I filed for bankruptcy April 3rd of
11 2018. The reaffirmation was signed May 7 of
12 2018.

13 Q. Correct.

14 A. So what was your question again?

15 Q. This is for the billing cycle of
16 March 14th to April 6th, 2018.

17 So this is after you filed for
18 bankruptcy, but prior to the reaffirmation
19 agreement; correct?

20 A. That is correct.

21 Q. Okay.

22 And as of this point you no longer
23 have any available credit from Wells Fargo
24 according to this statement; is that correct?

25 A. Yes.

1 D. Suri

2 Q. Okay.

3 And it lists the previous balance on
4 the account as still being \$3,187; correct?

5 A. Yes.

6 Q. Okay.

7 Do you recall ever having received
8 this statement?

9 A. Yes.

10 Q. If you look here in the center of
11 the page right here.

12 A. Yes.

13 Q. Can you tell me what this line right
14 here states?

15 A. The charge-off? The charge-off
16 account, principals \$3,067.54.

17 Q. Okay.

18 So is it your understanding that as
19 of the date of this statement, April 6, 2018,
20 that Wells Fargo had charged off the account?

21 A. Yeah, I assume so. That's what it
22 looks like, yes.

23 Q. Do you know what it means --

24 MR. LYNGLIP: Mark.

25 MR. KUNDMUELLER: Yes, sir.

1 D. Suri

2 MR. LINGKLIP: I'm sorry, I just
3 want, if you can, just identify that by
4 document number for us.

5 MR. KUNDMUELLER: Oh, certainly.

6 This is -- this page here is Wells
7 Fargo Suri 879.

8 MR. LINGKLIP: Thank you.

9 BY MR. KUNDMUELLER:

10 Q. Okay.

11 When it says: Charge-off, do you
12 have any understanding of what that means,
13 Ms. Suri?

14 A. Oh, I'm assuming that they are -- it
15 means that we are not going to pay the balance.
16 Like they're forgiving the debt or, like,
17 we're -- we're not making the payments. They
18 are writing it off.

19 Q. Okay.

20 A. I'm not a hundred percent sure what
21 it means exactly. It looks to me like they're
22 assuming it's part of the bankruptcy. And that
23 is not the case.

24 Q. Okay.

25 So -- but -- is it your

1 D. Suri

2 understanding that it's in an internal
3 accounting statement on Wells Fargo's part?

4 A. Yes, it's a procedure of taking care
5 of that balance, I believe.

6 Q. Okay.

7 I'm going to move on to Exhibit 7.

8 (Suri Exhibit 7, correspondence from
9 Wells Fargo, remotely introduced and
10 provided electronically to the reporter.)

11 BY MR. KUNDMUELLER:

12 Q. Can you see what I've marked as
13 Exhibit 7?

14 A. No.

15 Q. No.

16 A. Not yet.

17 Q. It stopped sharing. There.

18 How is that? Okay.

19 A. Yes.

20 Q. Now we'll minimize it so none of it
21 is cut off for you.

22 A. Thank you.

23 Q. You can scroll through this.

24 Can you identify -- tell me what
25 that document appears to be?

1 D. Suri

2 (Document review.)

3 A. Wells Fargo received our bankruptcy
4 notice.

5 Q. So this is a correspondence from
6 Wells Fargo to -- is it addressed to you?

7 A. It looks like it's addressed to my
8 husband.

9 Q. Do you recall ever having seen this
10 document before?

11 A. No.

12 Q. What's the date of the document?

13 A. April 6, 2018.

14 Q. So this would have been just after
15 you filed your petition for bankruptcy;
16 correct?

17 A. Yes, I filed April 3rd.

18 Q. And this is informing you that Wells
19 Fargo received notice of that bankruptcy;
20 correct?

21 A. Yes.

22 MR. LYNGLIP: Objection as to form.

23 BY MR. KUNDMUELLER:

24 Q. If you could look at the second
25 bullet point here in the letter.

1 D. Suri

2 What does that state?

3 A. Well, part of it is cut off again.

4 Q. Is that any better?

5 A. No. Good. Perfect.

6 Q. Is that any better -- okay?

7 A. Which bullet point?

8 Q. Second.

9 A. If the account is a line of credit
10 then it will be restricted as to additional
11 advances and/or closed.

12 Q. Okay.

13 So is it your understanding that
14 after you filed for bankruptcy Wells Fargo
15 restricted any further advances on the account?

16 A. Yes.

17 Q. And it's your understanding that
18 Wells Fargo closed the account?

19 A. I understand that as of this moment.
20 I never received that letter. So I understand
21 that now. And I get the mail. There's -- I
22 would have gotten this.

23 Q. And this one was addressed to
24 Mr. Suri?

25 A. Yes.

1 D. Suri

2 Q. I'm going to have you look at what
3 I've marked as Exhibit 8.

4 (Suri Exhibit 8, letter, subject
5 bankruptcy notice receives, remotely
6 introduced and provided electronically to
7 the reporter.)

8 BY MR. KUNDMUELLER:

9 Q. Can you identify this document for
10 me?

11 A. I don't see it.

12 Q. Sorry. There we go.
13 How is that?

14 A. Yes.

15 Q. Okay.

16 A. Okay.

17 MR. LYNGLIP: Again, Mark, would
18 you be kind enough to identify it by the
19 document numbers as well. I know it's
20 going to be an exhibit later, but it will
21 help us follow.

22 MR. KUNDMUELLER: Sure. Sure.

23 This is -- this is one we've
24 produced to you. This is Wells Fargo Suri
25 Document 716.

1 D. Suri

2 MR. LYNGLIP: Okay.

3 Would you mind giving us the number
4 of the last document you showed as well,
5 please?

6 MR. KUNDMUELLER: Sure.

7 MR. LYNGLIP: And give the exhibit
8 number, because that's going to be on the
9 record and we won't be able to correlate it
10 otherwise.

11 MR. KUNDMUELLER: This one is
12 Exhibit 8. The prior one was Exhibit 7.

13 And hold on one moment. I closed
14 that one already.

15 MR. LYNGLIP: Okay. Sure.

16 (Document review.)

17 MR. KUNDMUELLER: One second. Let
18 me pull that one back up.

19 And I'm showing Exhibit 7 once again
20 and --

21 MR. LYNGLIP: Yup, okay.

22 MR. KUNDMUELLER: -- I have it
23 labeled Wells Fargo Suri 717.

24 MR. LYNGLIP: Thank you
25 Mr. Kundmuller.

1 D. Suri

2 BY MR. KUNDMUELLER:

3 Q. Okay.

4 I'm back on what we've marked as
5 Exhibit 8.

6 Could you please, if you would,
7 identify what this document is?

8 A. Can you go up a little bit?

9 Q. Can you see that all right?

10 A. I can't see the top of the page. I
11 just wanted to see what the top of the page
12 said.

13 Q. How is that? Can you see it now?

14 A. No.

15 Q. No.

16 How is that?

17 A. No.

18 Q. Oh.

19 A. I can see: Subject bankruptcy
20 notice received.

21 Q. Yeah, one second. Let me -- for
22 some reason it is saying "screen sharing
23 paused."

24 A. Mh-hm.

25 Q. It keeps falling off.

1 D. Suri

2 How is that?

3 A. Yes, I can see that.

4 Q. Okay.

5 To whom is this letter addressed?

6 A. That is addressed to my attorney for
7 the bankruptcy case.

8 Q. Okay.

9 Did your attorney for the bankruptcy
10 case ever forward this letter to you?

11 A. I don't remember seeing this.

12 Q. Okay.

13 A. The only thing I remember seeing is
14 the reaffirmation from Wells Fargo. I had no
15 other communication that I received in the mail
16 or from my attorney.

17 Q. But you would agree that this letter
18 at least states, as with the previous exhibit,
19 that the account as a line of credit will be
20 restricted as to additional advances and/or
21 closed; correct?

22 A. I see that, yes.

23 Q. Okay.

24 I would like to share what we've
25 marked as Exhibit 9.

1 D. Suri

2 (Suri Exhibit 9, letter dated
3 April 9, 2018, remotely introduced and
4 provided electronically to the reporter.)

5 BY MR. KUNDMUELLER:

6 Q. Is that visible to you?

7 A. It's the same.

8 MR. LYNGKLIP: Mark, I think you've
9 shared the -- you're sharing these as
10 documents so that when you're switching to
11 different documents the new screen is not
12 coming up. So if you are opening these as
13 a separate screen, you got to shut that
14 down and reopen a new one.

15 MR. KUNDMUELLER: Let me -- I
16 apologize for the hiccup here.

17 (Document review.)

18 MR. KUNDMUELLER: Now I have seemed
19 to have lost you. Hang on.

20 MR. LYNGKLIP: Mark, maybe this is a
21 good time for a break?

22 MR. KUNDMUELLER: This may be a good
23 time for a break. I believe here -- okay.
24 Got it.

25 Agreed. Let's take a short break.

1 D. Suri

2 MR. LYNGLIP: Okay. Thank you.

3 MR. KUNDMUELLER: Five minutes.

4 (Recess is taken.)

5 BY MR. KUNDMUELLER:

6 Q. Ms. Suri, are you ready to go?

7 A. I am ready.

8 Q. And just wanted to remind you you
9 are still under oath and we're going to pick
10 back up with what I have marked as Exhibit 9.
11 Can you -- can you see this okay?

12 A. I can read Exhibit 9. So far
13 nothing has loaded. Here we go.

14 Q. I'm going to scroll down.
15 And can you identify what this is
16 for me, please.

17 A. It's from Wells Fargo. And I'm a
18 little confused because it says: We have
19 closed the account because we have been
20 notified the owners of this account has filed
21 bankruptcy. Okay. All right.

22 It's just a letter stating that
23 Wells Fargo has received notice that I have
24 filed bankruptcy.

25 Q. Okay.

1 D. Suri

2 What's the date of this letter?

3 A. The date is April 9, 2018.

4 Q. And that's approximately six days
5 after you filed your bankruptcy petition?

6 A. Yes.

7 Q. And it concerns the account ending
8 in 9309?

9 A. Correct.

10 Q. Is that your understanding that
11 that's the leaf -- the credit card account that
12 we've been talking about for the leaf filter
13 system?

14 A. Yes.

15 Q. Okay.

16 And I may have asked this before, is
17 that the only account that you had with Wells
18 Fargo at this time?

19 A. Yes.

20 Q. Okay.

21 And as you said, this states that
22 the account has been closed because the owner
23 of the account has filed bankruptcy; correct?

24 A. Yes.

25 MR. LYNGLIP: Mr. Kundmueller, one

1 D. Suri

2 more time. If you could identify it by the
3 Bates number. Thank you.

4 MR. KUNDMUELLER: Certainly. It's
5 Wells Fargo Suri 376.

6 I've marked it as Exhibit 9 here
7 today.

8 MR. LYNGLIP: Thank you, sir.

9 BY MR. KUNDMUELLER:

10 Q. Ma'am, do you recall receiving a
11 copy of this letter from Wells Fargo?

12 A. No.

13 Q. Would you agree that in April of
14 2018 Wells Fargo advised you and your husband
15 that it had closed the account?

16 A. No. I don't remember this letter at
17 all.

18 Q. Okay.

19 I'm going to show you what we've
20 marked as Exhibit 10.

21 (Suri Exhibit 10, reaffirmation
22 agreement, remotely introduced and provided
23 electronically to the reporter.)

24 BY MR. KUNDMUELLER:

25 Q. Can you identify this document for

1 D. Suri

2 me, please.

3 A. Yes, that's the reaffirmation
4 agreement that I signed, I believe.

5 Q. Okay.

6 Let me -- I will scroll through.

7 (Document review.)

8 A. Yes, I recall this document.

9 Q. Okay.

10 And on page 2 of the document here,
11 is this your signature?

12 A. Yes.

13 Q. And what -- if you recall, what is
14 the importance of this particular document?

15 A. What I understood it to be was that
16 we will continue to pay the credit card as
17 agreed upon; that it was not going to be part
18 of our bankruptcy lawsuit.

19 Q. And when you say "we," is Mr. Suri a
20 party to this agreement?

21 A. Yes, we share everything.

22 Q. But Mr. Suri --

23 A. He agreed -- I'm sorry.

24 Q. It's okay.

25 A. We discussed if we wanted to include

1 D. Suri

2 it in the bankruptcy and we decided not to.

3 Q. Okay.

4 But is Mr. Suri -- Mr. Suri is not a
5 filer in the bankruptcy; correct?

6 A. He is not.

7 Q. And he did not -- we will scroll
8 down here.

9 Is this your signature on page 8 of
10 the agreement?

11 A. Yes.

12 Q. And what's the date on which you
13 signed it?

14 A. May 7, 2018.

15 Q. Okay.

16 And there's no signature of the
17 co-borrower on this; correct?

18 A. No.

19 Q. And it's signed on behalf of Wells
20 Fargo as well --

21 A. Yes.

22 Q. -- is that correct?

23 A. Yes.

24 Q. Pardon me.

25 And what's the date on which Wells

1 D. Suri

2 Fargo signed the agreement?

3 A. On May 22, 2018.

4 Q. At the time you signed the
5 reaffirmation agreement, is it accurate to say
6 that Wells Fargo had already closed the
7 account?

8 A. I --

9 MR. LYNGKLIP: Objection to form.
10 Foundation.

11 Sorry. You can go ahead and answer,
12 ma'am. I'm sorry.

13 A. I was not aware that -- I was not
14 aware that it was closed. I think there was a
15 little miscommunication between my attorney and
16 myself.

17 Q. At the time you signed the
18 reaffirmation agreement, Wells Fargo had
19 already charged off the account; correct?

20 A. Yes.

21 MR. LYNGKLIP: Objection to form and
22 foundation, again. Sorry. Go ahead.

23 THE WITNESS: Do I answer?

24 MR. LYNGKLIP: Yes, please go ahead
25 and answer.

1 D. Suri

2 A. Yes.

3 Q. I'm going to turn to page 3 of the
4 reaffirmation agreement. In the reaffirmation
5 agreement you stated that you agreed that the
6 account would not be included in your
7 bankruptcy.

8 Can you explain what that means to
9 you?

10 A. That we were going to pay the
11 agreed-amount per month until it was paid off.
12 I didn't think there was a problem with it. I
13 didn't know that the payments had changed. I
14 just thought we would just go on as -- as we
15 were. Because the way -- I'm not blaming my
16 attorney, but the way she made it sound is she
17 said, "Just sign this paper. It means that
18 it's not going to be included in the
19 bankruptcy."

20 So I just assumed that it would
21 still be our creditor and we would continue to
22 make the payments as we have been making.

23 Q. And what amount of payments had you
24 been making prior to the bankruptcy?

25 A. I believe they were 119 a month.

1 D. Suri

2 Q. Okay.

3 A. Sometimes I would pay a little more
4 because I wanted to get it paid off.

5 Q. Okay.

6 And on -- this is -- we have
7 different page numbers from different sources
8 here. It says page 3 at the top here, but if
9 we look at the bottom of the page just to make
10 sure we are identifying this correctly, it says
11 5 of 12 in the Court's header down here
12 regarding -- from when this was filed with the
13 bankruptcy court.

14 But on this page here, does it set
15 out what the payment schedule for the account
16 should be?

17 A. It does.

18 Q. And what is that?

19 A. 24 payments of 127.81.

20 Q. Okay.

21 And did you then make payments of
22 127.81 after entering into this agreement?

23 A. I did not. I would have if I had
24 known. We had the money, but I just didn't --
25 I didn't read it thoroughly, I guess.

1 D. Suri

2 Q. What amount of payments did you
3 make?

4 A. I made the regular payments that
5 were on the original credit card application.
6 I believe they were 119 a month. And as I
7 stated, I did make -- some payments were a
8 little bit more.

9 Q. Okay.

10 And eventually you did pay the
11 account off in full?

12 A. Yes.

13 Q. Do you recall when that occurred?

14 A. The payoff date? No, I have -- I
15 have the document, but not with me.

16 Q. Okay.

17 A. But it was on time. There were no
18 late fees, no interest charges. I actually
19 called Wells Fargo and they confirmed it was
20 paid in full.

21 Q. Okay.

22 I'm going to show you what I've
23 marked as Exhibit 11.

24 (Suri Exhibit 11, statement from
25 Wells Fargo Home Projects credit card,

1 D. Suri

2 remotely introduced and provided
3 electronically to the reporter.)

4 A. Okay.

5 Q. Can you see that okay?

6 A. I see it -- I see the Exhibit 11.

7 It's loading.

8 Q. Okay.

9 A. Yes, I see it.

10 Q. Okay.

11 Can you identify this document for
12 me, please.

13 (Document review.)

14 A. It is a statement from Wells Fargo
15 Home Projects credit card.

16 Q. Can you tell me what the date of the
17 statement is?

18 A. I'm looking. Oh, March -- it's very
19 tiny.

20 Q. I'm sorry.

21 A. I'll put on my glasses.

22 Q. I'm trying to make sure everything
23 shows up on the screen. Sorry.

24 A. Perfect. March 31, 2020.

25 Q. Okay.

1 D. Suri

2 And that was the statement closing
3 date; correct?

4 A. Okay, yes.

5 Q. Okay.

6 And at this point the -- for --
7 under the payment information, at this point it
8 states that the new balance is zero?

9 A. Yes.

10 Q. Is that accurate?

11 A. Yes.

12 Q. Okay.

13 So sometime before March 31, 2020,
14 is when you had paid off the account in full?

15 A. Yes.

16 Q. Okay.

17 Do you recall ever having received
18 this statement?

19 A. No. As I stated, I believe I was
20 paperless.

21 Q. Okay.

22 A. But as I stated, I did make a phone
23 call to make sure the balance due was correct,
24 and that I would have it paid in full.

25 Q. Okay.

1 D. Suri

2 In --

3 MR. KUNDMUELLER: Ian, this is --

4 this document is Suri Document 897.

5 MR. LYNGLIP: Okay. Great. Thank
6 you.

7 BY MR. KUNDMUELLER:

8 Q. If you look here, on this -- I'm
9 going to represent that this is a document that
10 was produced to Wells Fargo in this case.

11 A. Okay.

12 Q. If you look here on the bottom, it's
13 addressed to you and to Mr. Suri, and that is
14 your -- that was your address at the time;
15 correct?

16 A. Correct.

17 Q. Okay.
18 The balance over here to the left is
19 circled and there's an asterisk there.

20 Is -- does that -- is that
21 something -- that notation that you would have
22 made on this or Mr. Suri would've made on this?

23 A. I don't know. I -- as I stated, I
24 never got statements from Wells Fargo. I might
25 have in the very beginning, but as all my other

1 D. Suri

2 accounts, I go paperless.

3 Q. Okay.

4 A. So I don't know if that was faxed to
5 my husband at a later date and he circled it.
6 I did not circle that.

7 Q. Okay.

8 But -- as of this date, as of the
9 date of this statement, you'll agree that the
10 account had been paid in full, as you agreed
11 with Wells Fargo; correct?

12 A. Yes, it looks like that I paid the
13 balance that was more than my monthly payment.
14 I think I had seen 300-and-some dollars to make
15 it a zero balance. So if you go up, I think I
16 saw a payment was 300. A little bit further
17 up. Yeah, 337.44.

18 Q. Okay.

19 So the -- your final payment to get
20 the account closed out or get the balance paid
21 off was 337.44?

22 A. Yes.

23 Q. Okay.

24 Since April of 2018, have you made
25 any joint applications with Mr. Suri for any

1 D. Suri

2 types of loan or credit or refinance, anything
3 of that nature?

4 A. No -- well, we refinanced. And
5 the -- the name on the mortgage is my
6 husband's, but as his wife I had to sign the
7 documents.

8 Q. Okay.

9 A. But I am not on the title. The same
10 as our cars. I am not -- I can't. I mean I
11 filed bankruptcy. I have no credit.

12 Q. Okay.

13 So you have not made any -- any
14 joint applications for credit at any time since
15 the bankruptcy?

16 A. No. I made one application in my
17 husband's name, but he was aware of, to
18 Menards.

19 Q. Okay.

20 A. We have an agreement that -- I mean,
21 we share everything, bank accounts and, you
22 know, if -- if I need to open a credit card
23 under his name, we discuss it, and I -- it's
24 okay.

25 But that's -- I have not filed for

1 D. Suri

2 anything since the Menards credit card.

3 Q. Okay.

4 So when -- when did that happen?

5 When did you apply for the Menards card?

6 A. Menards was June 17th of '20. Well,
7 that's when we got the denial letter. So
8 probably a month prior to that I had -- I had
9 applied online.

10 Q. Okay.

11 So you -- what was the limit that
12 you were seeking?

13 A. Actually, I don't remember what they
14 told me the limit was. I believe it was 500,
15 but I'm not a hundred percent certain.

16 Q. And what was the application for?

17 A. It was for a Menards credit card.

18 Q. Was there any particular purpose for
19 it or just a general card --

20 (Multiple speakers.)

21 A. Yes, I was getting ready to lay
22 mulch in my gardens and they had a special that
23 if you had a credit card, you -- I believe it
24 was 10 percent off your purchase. So it would
25 have saved me over \$200, and I thought, well,

1 D. Suri

2 if I pay it off at the end of the month, then
3 that's quite a savings.

4 Q. Okay.

5 Other than -- and you said you
6 received a denial letter --

7 A. Yes.

8 Q. -- from Menards.

9 What was the reason for the denial?

10 A. My husband's credit score. At the
11 time it was only 668 when they denied it. And
12 he had been well over the 700s.

13 Q. Okay.

14 Is there any other instances in
15 which, that you know of, that either you or
16 Mr. Suri had been denied credit at any time
17 since your bankruptcy?

18 A. No.

19 Q. And you stated that you were able
20 to -- or that Mr. Suri was able to refinance
21 the purchase of your home?

22 A. Yes, but at a higher interest rate
23 than we would have gotten if his credit score
24 was in the 700s, high 700s.

25 Q. When --

1 D. Suri

2 A. I believe -- I'm sorry.

3 Q. Go ahead. I'm sorry. I didn't mean
4 to cut you off.

5 A. I believe he received a letter from
6 the bank stating that he did pay a higher
7 interest fee due to his credit score than he
8 would have, you know, gotten if his credit
9 score was as high as it was before.

10 Q. Okay.

11 A. And that would be Fifth Third Bank.

12 Q. Okay.

13 That was going to be one of my
14 questions.

15 So this is the -- the home you are
16 currently residing in. It's Maple -- it's your
17 current home that you were refinancing;
18 correct?

19 A. Yes.

20 Q. Okay.

21 And what was the date on which you
22 sought the refinancing?

23 A. I don't recall. My husband handled
24 the whole thing.

25 Q. Okay.

1 D. Suri

2 Was it in 2020, 2021? Do you have a
3 general idea?

4 A. It was this year, 2021.

5 Q. And the -- the new bank for the
6 refinance is Fifth Third?

7 A. Yes.

8 Q. Do you know what interest rate you
9 have on that loan?

10 A. Not -- no, I don't remember.

11 Q. Do you know how long the term of the
12 loan is?

13 A. 30 years.

14 Q. Do you know what the balance due on
15 the loan is?

16 A. No. I believe it's high 300,000.
17 Like 380. 380,000. But an accurate amount, I
18 do not know.

19 Q. Okay.

20 Did you -- or did Mr. Suri shop
21 around for other offers at the time?

22 A. Yes.

23 Q. Yes.

24 Who else did he apply for
25 refinancing with other than Fifth Third?

1 D. Suri

2 A. You would have to ask my husband.

3 Q. Do you know -- you said you received
4 something stating that the interest rate would
5 have been lower had Mr. Suri's credit score
6 been better.

7 Do you know how much of a difference
8 in the interest rate that would have been?

9 A. No. My husband has that document.

10 Q. Other than the Menards card and the
11 refinance, were there any other instances in
12 which you or Mr. Suri had been denied credit
13 since your bankruptcy?

14 A. We traded in my lease. We wanted to
15 buy a car, but due to his credit, he assumed we
16 would not get approved or we would get a high
17 interest rate. So we leased. And we've held
18 off, because we knew his credit was so low we
19 haven't really done anything. We're just
20 sitting on it for now.

21 Q. Okay.

22 So when you said you traded in your
23 lease, can you explain what you meant by that?

24 A. Well, the lease was over. It was a
25 three-year lease.

1 D. Suri

2 Q. What was it a lease for?

3 A. My lease -- it was a lease for a
4 car. A Kia Sonoma, I believe it was.

5 Q. Okay.

6 And who was the lease with?

7 A. Kia Finance.

8 Q. And when you turned that vehicle in
9 can you explain what you did after that?

10 A. Well, we decided not to buy a car,
11 so we leased another SUV through Kia.

12 Q. Okay.

13 Did you have to apply for credit in
14 order to do that?

15 A. No, I don't believe so. Since it
16 was a lease again, you would have to ask my
17 husband the details.

18 Q. Do you know -- is there any
19 difference in the cost of that lease based on
20 your husband's credit score?

21 A. I don't know.

22 Q. And the lease is in -- is in both of
23 your names or his name only?

24 A. It's in my husband's name.

25 Q. Is that the only vehicle that the

1 D. Suri

2 two of you have?

3 A. No, he had purchased a Kia also,
4 about six years ago.

5 Q. And that's still his current
6 vehicle?

7 A. Yes.

8 Q. Okay.

9 MR. KUNDMUELLER: Ian, I don't
10 believe I have anything else at the moment.

11 MR. LYGKLIPI: Thank you,
12 Mr. Kundmueller.

13 Will, Ms. Barr, who wants to go next
14 and when do we plan on taking a break for
15 lunch if at all?

16 MS. BARR: Whoever wants to go is
17 fine.

18 MR. HUSE: I'm happy to go now and
19 power through.

20 I'm imagine I can get all of my
21 questions done before we need a bunch.

22 MR. LYGKLIPI: Okay, great. So we
23 will count on taking a break after you
24 finish your questions and before Ms. Barr
25 starts hers; right?

1 D. Suri

2 MR. HUSE: Yes.

3 EXAMINATION BY

4 MR. HUSE:

5 Q. All right.

6 Good morning, Ms. Suri. My name is
7 is William Huse. I'm counsel for TransUnion.
8 I just have, hopefully, only a few questions
9 for you here.

10 You were just discussing some
11 potential credit denials and refinance issues?

12 A. Yes.

13 Q. As far as the -- you mentioned a
14 Fifth Third Bank home refinance --

15 A. Yes.

16 Q. -- and you said there was a higher
17 interest rate than what your husband would've
18 gotten if his credit was higher.

19 My question to you is: How do you
20 know that to be the case? Were you involved in
21 a discussion about it? Did you read a letter?

22 A. My husband had told me that he had
23 received a letter from the lender that our
24 interest rate would have been a different rate
25 if his credit score was higher, and my husband

1 D. Suri

2 does have that letter. I have not read it. I
3 have not seen it.

4 Q. So your knowledge comes directly
5 from your husband's interpretation of that
6 letter?

7 A. Yes, sir.

8 Q. Okay.

9 You also mentioned a Capital One
10 Menards card a number of times?

11 A. Yes.

12 Q. I'm going to share my screen,
13 hopefully successfully.

14 Can you see the screen -- the letter
15 on the screen right now?

16 A. Yes.

17 MR. HUSE: Now, Ian, I will tell you
18 that obviously is this letter was addressed
19 to Mr. Suri. It was produced by your
20 office during discovery, but there are no
21 Bates stamps on it.

22 MR. LYNKGLIP: Oh, I'm sorry about
23 that. Was it later produced with a Bates
24 stamp number on it?

25 MR. HUSE: It may have been. I

1 D. Suri

2 don't know at this moment. I'm sure it
3 probably was.

4 MR. LYNGLIP: Okay. All right.
5 Thank you for that identification.

6 MR. HUSE: But it is a June 17,
7 2020, letter from Capital One to Mr. Suri
8 at his Maple Valley Drive address.

9 BY MR. HUSE:

10 Q. So, Ms. Suri, have you seen this
11 letter before?

12 A. I have.

13 (Suri Exhibit 12, June 17, 2020,
14 letter from Capital One to Mr. Suri at his
15 Maple Valley Drive address, remotely
16 introduced and provided electronically to
17 the reporter.)

18 BY MR. HUSE:

19 Q. Yes. Exhibit 12, please.

20 You stated that your husband and you
21 were denied this credit card because of your
22 husband's credit score?

23 A. Yes.

24 Q. Okay.

25 Could you review the part of the

1 D. Suri

2 letter that goes between the salutation to your
3 husband and "Sincerely, Capital One," and tell
4 me if it provides a specific reason for the
5 credit denial?

6 (Document review.)

7 A. I do not -- well -- somebody -- can
8 you move the document up, Callie Barr? There's
9 a window up from Callie. Okay.

10 So I'm assuming the credit score at
11 668 was not high enough to get the credit card,
12 a department store credit card.

13 Q. Okay.

14 So but the letter itself doesn't
15 give a specific reason why the card was denied.
16 It does say they will send you a statement of
17 specific reasons for denial within 30 days upon
18 receiving your request.

19 Do you recall if either you or your
20 husband made such a request from Capital One?

21 A. Okay. Excuse me. You froze. I
22 couldn't hear that last sentence.

23 Q. Okay.

24 Hopefully the technology will
25 continue to work well. It says that Capital

1 D. Suri

2 One will send you a written statement of
3 specific reasons for the credit denial within
4 30 days of receiving the consumer's request.

5 Do you know if either you or your
6 husband made such a request for the statement
7 of written -- written reasons for denial?

8 A. Can you hear me?

9 Q. I can hear you.

10 A. Okay. I did not -- I did not
11 contact them. Whether my husband did or not, I
12 don't know. But this is the point in time
13 where we knew something happened that we
14 weren't aware of.

15 Q. Okay.

16 Are there any other credit denials
17 or credit applications that you're aware of
18 that we haven't already discussed today that
19 may have been affected by a -- the Wells Fargo
20 trade line?

21 A. As I stated, we did not apply for
22 any other credit cards because of this denial.

23 Q. Okay.

24 A. So no, we did not apply for any
25 other credit cards after this denial.

1 D. Suri

2 Q. And no other car app -- car
3 applications or home refinances, other than
4 what we already discussed today?

5 A. No.

6 Q. Okay. All right.

7 Could you tell me what your
8 understanding of your husband's claims in this
9 matter are?

10 A. That -- my understanding is that the
11 bankruptcy -- the affirmation came at a date
12 later than -- than the final bankruptcy, but
13 yet it showed up on the credit reports prior to
14 the bankruptcy.

15 So the reaffirmation was filed
16 5/7/18 and that date is later than the date
17 that it showed up on the credit reports as a
18 charge off. That's one thing that I don't
19 understand.

20 Another thing is that it's caused a
21 lot of stress, problems in our marriage. Just
22 it hasn't been good. I mean, the bankruptcy
23 alone was stressful.

24 And I guess, that's what we don't
25 understand. Also the communication between the

1 D. Suri

2 credit bureaus and Wells Fargo was very hard to
3 get any answers. But basically he just wants
4 his credit score back. And to have something
5 resolved on this charge-off.

6 Q. Okay.

7 So then to summarize, you believe
8 your husband's claims to be that he was damaged
9 by way of credit denials and other credit harm
10 and some emotional distress because of his --
11 how it affected his relationship with you based
12 on --

13 A. Was --

14 Q. -- based on Wells Fargo reporting
15 the -- its account that we've been discussing
16 today as charged off before it was legally
17 allowed to?

18 A. Well, before the reaffirmation. It
19 looks like on the credit report -- I'm not an
20 expert. It looks like that we reneged on the
21 loan, like we didn't make the payments, that it
22 was part of the bankruptcy. And that's what I
23 don't understand is why is it affecting his
24 credit when we paid the account off in full?

25 Q. Have you ever seen a copy of your

1 D. Suri

2 husband's TransUnion credit report that
3 included a reference to a bankruptcy?

4 A. The TransUnion, I don't know which
5 one I have seen.

6 Q. Okay.

7 I'm sorry. I'm going to be jumping
8 around in my outline a little bit.

9 A. That's okay.

10 Q. Bear with me if some of these
11 questions don't seem related, because they not
12 are all, you know, right in line.

13 A. Okay.

14 Q. Have you ever been convicted of a
15 crime?

16 A. No.

17 Q. Have you ever been arrested for a
18 crime?

19 A. Arrested, no.

20 Q. Okay.

21 In your preparation for this
22 deposition, did you discuss this your
23 deposition with your husband?

24 A. Yeah. I asked if you guys were
25 nice. And just what to expect. You know, I

1 D. Suri

2 mean, I get nervous about things like this.

3 Basically, that's it.

4 I didn't ask him what he said or --

5 I mean, I have a pretty good understanding of

6 what's going on, but I don't know all of the

7 details.

8 Q. Okay.

9 And he didn't direct you on how to

10 respond to any particular questions?

11 A. No.

12 Q. Okay.

13 Did you discuss your preparation

14 with anybody else other than your attorneys?

15 A. No.

16 Q. Okay.

17 Are you aware of any disputes of his

18 credit information that your husband has

19 submitted to TransUnion?

20 A. Can you repeat that?

21 Q. Are you aware of any disputes that

22 your husband submitted to TransUnion of his

23 credit information?

24 A. Yes.

25 Q. Okay.

1 D. Suri

2 What can you tell me specifically
3 about his disputes?

4 A. Well, he had -- he had called. Now,
5 I'm not sure which credit union -- you know, I
6 know he had contacted all three. And he had
7 faxed over papers and had made several calls.
8 And I'm not sure if it's your credit union or
9 whose credit union.

10 But I know a couple of them were not
11 getting back or they would deny his claim and
12 then he would have to call. And so I know he
13 made several, several, several phone calls to
14 all three. But I'm not sure of the dates or
15 what was said or done.

16 Q. You are not sure specifically when
17 any of these calls was made to any particular
18 credit reporting agency?

19 A. No. I know right after we got the
20 denial letter from -- from Menards is when this
21 all began. He got copies of all of the credit
22 reports. He called Wells Fargo. He made
23 several phone calls to them. He followed up as
24 best he could.

25 Q. Okay.

1 D. Suri

2 A. Several, several times, from my
3 understanding.

4 Q. Did you help your husband write any
5 credit disputes?

6 A. No.

7 Q. Do you know why your husband decided
8 to hire an attorney in this matter?

9 A. Because we couldn't find any
10 resolution with the credit union -- the credit
11 report bureaus or Wells Fargo.

12 Q. Okay.
13 Do you know how much attorneys fees
14 your husband has incurred in this matter?

15 A. I know about what the attorneys have
16 accumulated, which is around 200,000, I think,
17 but I'm not absolutely sure as of now.

18 Q. Did you ever attempt to contact
19 Wells Fargo on behalf of your husband with
20 respect to the reporting of the Wells Fargo
21 account?

22 A. No.

23 Q. Did you ever attempt to contract
24 anybody yourself on behalf of your husband?

25 A. No.

1 D. Suri

2 Q. Okay.

3 Do you know when your husband first
4 obtained legal counsel?

5 A. No. I know it was a few months
6 after he struggled to try to get this solved on
7 his own, but I don't know the exact dates.

8 Q. Can you give me an estimate? Was
9 it, like, in August of last year? Was it in
10 February of this year?

11 A. I really -- I can't recall.

12 Q. Okay.

13 You mentioned earlier that this
14 whole ordeal put a strain on you and your
15 husband's relationship.

16 A. It was -- it was -- that was part of
17 it. I mean, it put a strain on a lot of
18 things, but because -- I mean, if you want me
19 to describe how he changed because of this and
20 other stressful things, I can do that.

21 Q. I would love -- I would love if you
22 could do that for me.

23 A. Okay. Well, my husband is typical
24 male, not a big emotional sharer. I have to
25 pull information from him. He just kind of

1 D. Suri

2 shut down. I will call it a depression
3 although he wouldn't admit it. My husband is
4 very prideful of his accomplishments, very
5 driven, and this really affected his sense of
6 self worth because of he has credit score. He
7 always -- him and I both always took great
8 pride in our credit score.

9 It just was something that he'd say,
10 oh, look, I'm over this and my credit went up
11 ten points. So he just basically -- this has
12 been three, four months ago, he just shut down.
13 He wasn't talking, eating, sleeping.

14 Very short with me. And I just told
15 him, Listen, I can't live this way. He had
16 gone through that couple of months. I just
17 couldn't deal with it. I know this had a part
18 in it. I'm not saying it was all of it, but
19 he's very protective of me.

20 He doesn't want to share things that
21 are bothering him, but as his wife I could see,
22 you know, the little signs. So, you know, it
23 did affect us financially and emotionally.

24 Q. Okay.

25 Could you tell me what else you

1 D. Suri

2 think may have been affecting your husband
3 emotionally?

4 A. Well, I mean nothing that he
5 couldn't normally handle. But I think, you
6 know, the bankruptcy, we were both dealing with
7 that and the lawsuit. We had savings we had to
8 spend on that lawsuit. We were barely making
9 our bills.

10 So we were just coming out of that
11 and this happens. And I think he just felt
12 defeated and then when he couldn't get any
13 answers from anybody and why -- I mean, he got
14 answers, but there was no explanation why.
15 Why -- why did it come back that this is true.
16 It's a charge-off. It's on your credit report.
17 We can't remove it.

18 That's very disheartening to hear,
19 that you can't -- you don't have any control of
20 it. And at that point our understanding was
21 we -- we reaffirmed the loan. We made the
22 payments. It's paid off. It's zero balance.
23 Why is this on his credit report? It was just
24 so frustrating that we couldn't get any answer
25 or have a resolution without hiring an

1 D. Suri

2 attorney.

3 Q. Okay.

4 In your answer, you've referenced
5 the litigation.

6 Are you referring to the
7 noncompete --

8 A. Yes, yes.

9 Q. -- employment litigation?

10 A. Exactly.

11 Q. Would you have done things
12 differently in how you filed your bankruptcy,
13 if you had received different advice from your
14 bankruptcy counsel?

15 MR. LYNGKLIP: Objection to the
16 form. And foundation.

17 You can go ahead and answer.

18 A. I would have, yes. I would have
19 read things more carefully. And not a hundred
20 percent put my trust in what she's telling me.

21 I signed the reaffirmation. I
22 assumed the payments were the same. I wish she
23 would have communicated more to me what that
24 reaffirmation meant. I would have been more
25 careful about reading every single word,

1 D. Suri

2 realizing that my payments would've been
3 higher. I would have made those payments. I
4 had the money. We had the money. It's not
5 like we did that on purpose. It was a
6 miscommunication. But we did --

7 (Multiple speakers.)

8 A. -- it in full.

9 Q. Right.

10 Yeah, I believe the difference was
11 something like \$7 a month?

12 A. Yeah.

13 Q. So not a substantial sum of money.

14 A. Why didn't I get something from
15 Wells Fargo saying, listen, you are not making
16 the full payment. I had no communication.

17 So I know you are not with Wells
18 Fargo. But that was confusing.

19 Q. Okay.

20 Do you believe your bankruptcy
21 attorney should have provided you more
22 information about the effects -- the inclusion
23 of this account in your bankruptcy and then the
24 reaffirmation of this account could have on
25 both your and your husband's credit scores?

1 D. Suri

2 A. Well, I think maybe she assumed that
3 I would read the whole thing. I can't put the
4 blame on her. I guess it was just an
5 assumption that everything was going forward as
6 we agreed to. I do wish that she would have
7 said, Listen, it states here that your payments
8 are this a month and not what you agreed to.
9 It would have been nice, but she was a great
10 attorney. It would have made things easier.
11 Would've prevented all of this, I believe. But
12 it's not all of her fault.

13 Q. Okay.

14 Well, would you put -- if you had to
15 proportion the blame out to everyone, would she
16 deserve some of the blame?

17 A. I don't think she did it
18 intentionally, but as I said, I just wish she
19 would have communicated a little bit better.

20 Does that answer your question?

21 Q. Yes.

22 During your discussions about this
23 litigation, and the issues going on with Wells
24 Fargo that you've had with your husband, was
25 there any time your husband seemed to be

1 D. Suri

2 blaming one entity more than another? Like,
3 for example, did he said, If only Wells Fargo
4 would've done this or if only Capital One had
5 had better sense or anything like along those
6 lines?

7 A. No. I mean, at first we thought it
8 was a glitch in my bankruptcy. Because it had
9 shown up as a charge-off and we didn't know
10 what a charge-off was. You know, we didn't
11 notice it in the paperwork. So no, I don't
12 think he placed the blame on anyone. I think
13 that it was just more we thought there was no
14 communication between the four entities.

15 Q. Okay.

16 A. Well, I know the credit unions do
17 not, you know, really communicate with each
18 other. But as far as, Wells Fargo, and all
19 three of the credit bureaus, I think that's
20 where we were a little frustrated.

21 Q. Okay.

22 How do you know that the credit
23 bureaus don't communicate with one another?

24 A. I don't know. It just seemed like
25 that's -- the answers that we got, it just

1 D. Suri

2 seemed like that -- it was just confusion all
3 the way around.

4 Q. Okay.

5 Do you know a rough dollar figure of
6 how much you've financially been damaged -- and
7 by you, I mean your husband and you, throughout
8 this litigation?

9 A. No.

10 Q. Okay.

11 Has your husband ever -- have you
12 and your husband ever discussed what you think
13 a reasonable resolution to this litigation
14 would be?

15 A. No. I know probably him and his
16 attorney, but I haven't had any part in that
17 discussion.

18 Q. Okay.

19 And your husband has never said, you
20 know, if I got, you know, \$75, I would be
21 really happy or if I got an apology, I would be
22 happy or if I got \$73 million, I would be
23 happy?

24 A. No. We really haven't put a dollar
25 amount on this.

1 D. Suri

2 Q. Do you know -- as you sit here
3 today, do you know what it would take for your
4 husband to settle his claims against the
5 parties in this matter?

6 MR. LYNGLIP: Objection. Form.
7 Foundation.

8 A. No.

9 Q. Okay.
10 Do you have any knowledge of any
11 other fact that you think would be relevant to
12 your husband's claims against the (inaudible)
13 involved in this litigation?

14 MR. LYNGLIP: Again, objection.
15 Form and foundation. Thank you.

16 Debra, you can go ahead and answer
17 that question if you know.

18 THE WITNESS: Okay.

19 A. Can you repeat the question?

20 Q. As you sit here today, do you have
21 any other knowledge about any other facts that
22 you think would be relevant to your husband's
23 litigation?

24 A. I just -- I know my husband. As far
25 as the emotional side, I know that he can act

1 D. Suri

2 like emotionally he's not stressed by this, but
3 just want to reiterate that he is very, very
4 upset. That's all. I mean, you know, it's a
5 financial thing and it's also an emotional
6 thing. It affects us in both ways.

7 So I don't want you to think it's
8 just a monetarily thing. It's been both. And
9 that's all I would like to add.

10 Q. Okay.

11 Has your husband sought any medical
12 care for his stress?

13 A. Well, he's been going to the doctor.
14 The other night he -- I almost took him to
15 emergency because of his heart. It just -- i
16 mean, it takes a toll. It really does. Just
17 when you're dealing with everyday stress and
18 then you have this on top of it, so.

19 Q. Okay.

20 And your husband has a history of
21 heart problems --

22 A. Yes.

23 Q. -- he has had heart surgery.

24 A. And he's a diabetic.

25 Q. And both of things occurred prior to

1 D. Suri

2 this litigation?

3 A. Oh definitely, yes, yes. It just --
4 you know, it adds -- stress really affects you
5 physiologically, so.

6 Q. All right.

7 MR. HUSE: That's all of the
8 questions I have so --

9 THE WITNESS: Okay.

10 MR. HUSE: -- thank you very much.

11 THE WITNESS: Thank you, Mr. Huse.

12 MR. LYNCKLIP: My understanding is
13 we are going to take a break for lunch,
14 everybody's going to get something to eat,
15 and Ms. Barr is going to resume at -- looks
16 like we are at 12:09 right now, so we're
17 good to come back at one o'clock straight
18 up, everybody? Does that work?

19 (Recess is taken.)

20 EXAMINATION BY

21 MS. BARR:

22 Q. Good afternoon, Ms. Suri. I'm
23 Callie Barr. I'm representing Experian and I?

24 (Multiple speakers.)

25 Q. Hello. I will work my best to keep

1 D. Suri

2 this short.

3 A. Okay.

4 Q. Now, you've been married, you said,
5 for almost 18 years; is that right?

6 A. 18, going on 19.

7 Q. Okay.

8 So you know each other well?

9 A. Yes. We're not only married. We
10 are best friends, so that'll give you an idea.

11 Q. So you would consider your
12 relationship to be a close relationship?

13 A. Yes, I mean ups and downs, but
14 basically very, very good marriage.

15 Q. And then does he share his feelings
16 with you?

17 A. He does with a little prompting. It
18 has to be the right time. No distractions, but
19 yes, he does.

20 Q. Okay.

21 So how do you know when something is
22 bothering your husband?

23 A. He withdraws. He doesn't sleep
24 well. Comes to bed later. His appetite is
25 less or he's eating the wrong foods, which he's

1 D. Suri

2 supposed to not have sweets; he's diabetic.

3 When he's stressed he cooks, so I
4 gained about 15 pounds, but he -- I can just
5 tell because he gets very withdrawn and
6 preoccupies his mind with numbing things like
7 TV, you know, games on his iPad, social media.
8 Just withdraws, very quiet.

9 Q. Okay.

10 And has your husband ever mentioned
11 specifically Experian as a cause of his stress?

12 A. Combined with the other credit
13 bureaus.

14 Q. So --

15 A. Not specifically, just that one,
16 but.

17 Q. Okay.

18 And what has he said about the
19 credit bureaus?

20 A. Just he doesn't understand why he
21 cannot get that removed -- you know, the Wells
22 Fargo discharge write-off -- charge-off removed
23 from his credit reports.

24 You know, why is it so difficult to
25 try to get it resolved without getting an

1 D. Suri

2 attorney involved? I think that was his
3 biggest frustration.

4 Q. Okay.

5 And you attribute -- I mean, how --
6 I'm going to say this again here.

7 So is it accurate to say that he's
8 upset because his account was charged off and
9 neither of you expected that?

10 A. We did not expect it to -- yeah, I
11 mean, we thought it would not even show up on
12 his credit report, for one, because I did do
13 the reaffirmation. And again, we don't know
14 the legalities of these things. I guess, there
15 was a little assumption that everything was
16 okay and it wasn't going to show up on his
17 credit report. We were going to pay the credit
18 card in full. No late payments.

19 And that was upsetting, that we had
20 found out that it did indeed affect his credit
21 score and it was on his credit report.

22 Q. Right.

23 You said earlier that if there had
24 been better communication with your prior
25 attorney that all of this could've been

1 D. Suri

2 avoided; right?

3 A. Well, I'm not blaming her. I am one
4 that trusts other people and I don't really
5 depend on my own research. I just listen and I
6 trusted her that -- I didn't look into what a
7 charge-off -- well, I didn't even know that
8 term then -- what a reaffirmation really was.

9 As far as I knew -- this is how I
10 understood it -- that she asked me: Do you
11 want to include Wells Fargo in your bankruptcy?

12 I said, No. We will pay that. I
13 assumed everything would just go on normal, it
14 wasn't even in the lawsuit and the bankruptcy.
15 And it was.

16 So it -- that was what confused
17 Tinny and I the most and was so frustrating,
18 that we didn't understand what was happening.
19 Because we had paid it in full, never missed a
20 payment.

21 Q. Are you saying that if you had
22 understood it better, then you wouldn't be in
23 the position you are right now?

24 A. Correct. I believe we would have
25 just paid it off. We would have just paid it

1 D. Suri

2 off then and there before I filed.

3 Q. Okay.

4 Now, you had said that earlier his
5 credit score used to be in the 700s; is that
6 right?

7 A. Yes.

8 Q. Do you know, like, approximately
9 what that was or just in the 700s?

10 A. No. I know it was high 700s. I
11 know -- I remember one was 77-something. But
12 he would know better than I do. But I know
13 that it dropped. I know the lowest I've seen
14 is 668.

15 Q. Okay.

16 I'm going to share with you -- this
17 was a document that was produced to us here.

18 A. Okay.

19 Q. Bear with me a minute.

20 I'm going to mark this as
21 Exhibit 13.

22 (Suri Exhibit 13, preclose
23 monitoring report, remotely introduced and
24 provided electronically to the reporter.)

25 BY MS. BARR:

1 D. Suri

2 Q. We will go here if I can -- here we
3 are all right.

4 Now if you can --

5 MR. LYNGKLIP: Ms. Barr.

6 MS. BARR: Yes.

7 MR. LYNGKLIP: Would you mind
8 identifying that number with the Bates
9 range if you've got it?

10 MS. BARR: I'm scrolling down right
11 here. It's Suri 004924.

12 Do you have it?

13 MR. LYNGKLIP: Yes. Thank you,
14 ma'am.

15 BY MS. BARR:

16 Q. Okay.

17 Ms. Suri, if you can see over here
18 in the left corner?

19 A. Mh-hm.

20 Q. Wyndham Capital Mortgage; is that
21 right?

22 A. Yes.

23 Q. And is that who did your refinance?

24 A. Yes. They sold it to Fifth Third
25 Bank.

1 D. Suri

2 Q. Okay.

3 And right here, can you read this?

4 It says: Preclose monitoring report.

5 Do you see that?

6 A. Yes.

7 Q. Okay.

8 And right here the date, March 25,

9 2021?

10 A. Yes.

11 Q. I'm going to go now to page 3 which

12 is Suri 004926. And about halfway down the

13 page it says: Bureau score information.

14 Do you see that, Ms. Suri?

15 A. Yes.

16 Q. And what is Experian's score there?

17 A. 757.

18 Q. 757?

19 A. Mh-hm.

20 Q. Yes.

21 And the Equifax score?

22 A. 697.

23 Q. Okay.

24 And the TransUnion score?

25 A. 700.

1 D. Suri

2 Q. Okay.

3 And then we're going to go here to

4 page 20.

5 And do you see this account WF Bank

6 NA?

7 A. Yes.

8 Q. And it says: Paid charge-off.

9 A. Yes.

10 Q. Is this account that we've been
11 discussing this afternoon?

12 A. Yes.

13 Q. All right.

14 So we have here, right, a credit
15 score from Experian of 757 with this account on
16 that credit score; right?

17 A. Yes.

18 Q. So this would not be a score that
19 would be upsetting to your husband; is that
20 right?

21 A. I don't know.

22 Q. And then we're going to look at
23 Exhibit 12 now. And it was already --

24 Do you remember this exhibit?

25 A. Yes.

1 D. Suri

2 Q. Okay.

3 And what is this?

4 A. This is the -- the credit card that
5 I had applied for through Menards. And it was
6 where they were not approving it.

7 Q. Right.

8 And -- do you see Experian anywhere
9 on here?

10 A. No.

11 Q. This is --

12 A. Okay.

13 Q. And now I'm going to go to page 2.
14 Do you see Experian on here
15 anywhere?

16 A. No.

17 Q. Okay.

18 We are now going to look at -- give
19 me one minute. We're going to -- this is going
20 to be Exhibit 14.

21 (Suri Exhibit 14, letter from Mariah
22 Farris, remotely introduced and provided
23 electronically to the reporter.)

24 BY MS. BARR:

25 Q. Can you see this, Ms. Suri?

1 D. Suri

2 A. Yes.

3 Q. This is going to be Suri 00907.

4 Can you tell me what this is?

5 A. Well, could you go up a little to
6 the top? Is this the very top, the archived,
7 Thursday?

8 Q. Yes, yes, that's the very top.

9 A. Mariah Farris, I believe, was our
10 mortgage broker. 700 was the score -- the
11 median score, okay, and they pulled from three
12 and they averaged out the three credit scores.

13 Q. Okay.

14 And what was --

15 A. Mh-hm.

16 Q. What was Experian's score here?

17 A. 757.

18 Q. Okay.

19 And then she writes in the third
20 paragraph, second line: Anything above 740 is
21 going to give you the top-tier pricing of
22 interest rates.

23 Did I read that right?

24 A. Yes.

25 Q. Okay.

1 D. Suri

2 And Experian's score is higher than
3 that, isn't it?

4 A. Yes.

5 Q. So when you testified earlier that
6 your husband had emotional distress --

7 A. Yes.

8 Q. -- this reporting, can you say with
9 any certainty that that's because of Experian?

10 A. Not only because of Experian.

11 Q. But can you say with any certainty
12 that it's because of Experian?

13 A. Not Experian alone.

14 Q. That's not the question.

15 So the question is: Can you say
16 with any certainty that it's because of
17 Experian?

18 A. I feel that if Experian's -- I don't
19 know how that affected Experian's credit score.
20 But I know if, like the letter stated, if it
21 was above 760, the credit score, you came in at
22 757, that they would have gotten lower interest
23 rate. But no, I don't think it's only because
24 of Experian.

25 Q. Okay.

1 D. Suri

2 Do you -- Ms. Suri, we are going to
3 look at this again. It's the second -- third
4 paragraph, second line, says: Anything above
5 740 is going to give you the top-tier pricing
6 of interest rates.

7 A. Mh-hm.

8 Q. 740; right?

9 A. Right.

10 Q. And then Experian's score at this
11 point in time was 757?

12 A. Yes, and I see now that it says the
13 760 is the median score. So I read that wrong.
14 I read that wrong.

15 Q. That's fine.

16 So the question is: Can you say
17 with any certainty here that his emotional
18 distress would be because of Experian?

19 A. If you are asking me because of
20 Experian alone, no.

21 Q. Well, Experian at all?

22 MR. LYNGLIP: Objection as to form.

23 You can go ahead and answer,

24 Ms. Suri.

25 A. I can't answer that, honestly, that

1 D. Suri

2 it didn't have any effect on his mental stress.

3 Q. So you can't answer that it did have
4 an effect on his mental stress?

5 A. Can't answer whether it did or
6 didn't. That was not expressed to me by him.
7 I don't know that answer.

8 Q. You had mentioned earlier about the
9 bankruptcy and the lawsuit and that that was --
10 and I think I have your quote here that that
11 was: Not an easy decision and that was it was
12 very difficult.

13 Is that right?

14 A. Yes.

15 Q. And was that stressful for both of
16 you?

17 A. Yes.

18 Q. Can you describe that for me, the --
19 let me ask a better question.

20 Was that stressful for your husband?

21 A. Yes.

22 Q. And what were his symptoms?

23 A. Well, basically, what I stated
24 before when he was upset. He just doesn't eat,
25 doesn't sleep, withdraws. He felt like a

1 D. Suri

2 failure. You know, basically the symptoms he
3 always has when he's down and depressed.

4 Q. And do you still see the effects of
5 that today?

6 A. Oh, definitely, because it's just
7 like we went through one thing and it starts
8 all over with something else. I'm not saying
9 one thing is worse than the other. I'm just
10 saying it had the same effects.

11 Q. Did -- did he tell you at any point
12 in time that the bankruptcy or the lawsuit was
13 affecting him emotionally?

14 A. He -- he would not tell me that.
15 That's not something he would tell me unless I
16 pressured him to tell me. I know from being
17 married to him that he doesn't have to tell me
18 that. He was very ashamed that I had to file
19 bankruptcy. But I did it willingly to help our
20 marriage, to help our financial situation.

21 Q. Right.

22 But did you feel like he blamed
23 himself for that?

24 A. In an indirect way because he had
25 worked for the company that filed the lawsuit.

1 D. Suri

2 Q. Tell me about your husband's job.

3 What's he do?

4 A. He's a consumer electronics

5 president of sales for Fesco. They work out of

6 New Jersey, and he works out of the house

7 remotely. Very hard pressure, but he handles

8 it very well. My husband is one that normally

9 could just turn off everything. Like he shuts

10 his office door and when he's not bothered by

11 anything, he's -- he's really a multitasker,

12 very confident, strong man. Normal -- normal

13 situations.

14 Q. You said it was very high pressure.

15 Would you call it a demanding job?

16 A. Demeaning.

17 Q. Demanding.

18 A. Oh. Oh, yeah. Well, it's a lot of

19 time on the phone. A lot of, you know, Excel

20 spreadsheets, presentations, always a million

21 e-mails, text messages, even through to late at

22 night because they are out of New Jersey. So

23 he's always had -- you know, sales is a very

24 high-pressure job, so, but like I said, he

25 always handles it usually very well. He's very

1 D. Suri

2 successful.

3 Q. What does it mean to you for him to
4 handle it well?

5 A. Not bringing it to me. Not taking
6 it out on me. Not being short, rude,
7 demanding. I mean, he just -- he handles it,
8 he does it and then he just goes about his
9 evening. He -- like I said, he likes to cook,
10 he likes to relax, we watch movies.

11 So that's why when he did kind of
12 shut down I knew that something was really
13 wrong, so. He's not like me, where I'm just --
14 just almost crying, you know. He handles -- he
15 handles -- I always tell him: How do you
16 handle that? How do you -- well, you know, we
17 will work it out. I'll work it out, so.

18 Q. So that's how you knew something was
19 wrong, but he never told you that, it's just
20 your assumption; is that right?

21 A. Well, I mean he talked about how
22 frustrated he was with the situation. So I
23 knew that part of it. He -- like I said, I
24 really have to convince him to share what he's
25 feeling and he will share up to a point. But

1 D. Suri

2 when it comes to really deep-seated emotions,
3 he's not one to share those. He wants to
4 remain strong for me and not worry me. And
5 he's told me that.

6 Q. This would be similar to the
7 bankruptcy; is that right?

8 A. Yeah.

9 Q. With -- you recognized his -- how he
10 feels and --

11 (Multiple speakers.)

12 A. Yes.

13 Q. Does he talk about work with you?

14 A. No, not unless I ask.

15 Q. So --

16 A. If he's -- you know, he just landed
17 a sale with Jessica Simpson, talked to her
18 mother. He was proud of that, so he talked to
19 me about that, but as far as the details, no.

20 Q. If there were issues at work, would
21 you know about it?

22 A. No, not unless I noticed he was down
23 or I would ask: Is everything okay at work.

24 Q. Okay.

25 A. And he will normally just respond:

1 D. Suri

2 Oh, yeah, just the same old things, so.

3 Q. So the symptoms that you mentioned
4 earlier and that you were seeing, it could be
5 related to his work; is that right?

6 A. It could be, but nothing really -- I
7 mean, yeah, when the lawsuit came about he
8 showed stress. But work right now is work.
9 There's no -- there's nothing really that's
10 bothering him with work right now. Everything
11 is going well. He's only worked for this
12 company since, I think, the end of last year.
13 He loves it. They are working well with him.
14 He has no complaints. If he does, he hasn't
15 shared them with me.

16 Q. You said earlier you wouldn't really
17 know, right, unless he was showing these sort
18 of withdrawn symptoms?

19 A. Exactly. I mean, he gets
20 frustrated, but it's nothing that he doesn't
21 resolve.

22 Q. Okay.

23 You talked about earlier -- well,
24 you had spoken with Mr. Huse about his health
25 conditions.

1 D. Suri

2 A. Mh-hm.

3 Q. Can you explain those to me?

4 A. Well, he -- he's been diabetic since
5 he was 28, 30. Insulin. Well, at first he was
6 on oral, then insulin. Now he's had a
7 quadruple bypass six years ago, I think. Don't
8 quote me on the years.

9 So he has to check his sugar, you
10 know, periodically throughout the day, monitor
11 his diet. He's had several eye surgeries
12 because of the diabetes and his sugar and his
13 vessels in his eyes.

14 High blood pressure a little bit,
15 borderline. So, basically, those two things
16 are -- the diabetes and the heart disease are
17 the two major medical conditions.

18 Q. Are those difficult for him to
19 manage?

20 A. No. I mean, he can manage them by
21 diet and less stress and exercise. So no, I
22 don't think so. I think that he's got it
23 managed pretty well, as far as as much as he
24 can do.

25 Q. Are these conditions, I mean, are

1 D. Suri

2 they stressful for him?

3 A. I -- it's just stressful as far as
4 it's a change of lifestyle. You know, he makes
5 decisions every day what to eat, what not to
6 eat, how much exercise. It's stressful that
7 way. But, I mean, of course, a healthy person
8 wouldn't have any of that stress. So I think
9 he's managing the best he can. Yes, it can be
10 stressful, but he can handle it. He's been --
11 he's dealt with it for years, so.

12 Q. Right.

13 Now, you said recently that you had
14 taken him to the ER; is that right?

15 A. Yeah, it was just like three or four
16 nights ago. He was not feeling good. He
17 thought he felt like he did when he had his --
18 he didn't have a heart attack, actually. It
19 was the beginning of one. So he said he felt
20 like that. I was really concerned about him.

21 That was the last -- really the last
22 time that he's had any type of episode like
23 that.

24 We both had COVID, but we don't have
25 any long-lasting effects from that.

1 D. Suri

2 Q. Okay.

3 What were those symptoms?

4 A. The COVID?

5 Q. Oh, I'm sorry. Let me be more
6 precise.

7 What were those symptoms that he had
8 when you took him to the hospital?

9 A. Before his heart condition, his
10 surgery, he was really dizzy, his blood
11 pressure dropped, so I gave him chewable baby
12 aspirin, water. Just like he was going to
13 faint and he had chest pain the night before.

14 Q. Fatigue? Was he tired?

15 A. Yes.

16 Q. Do these cause loss of sleep?

17 A. Did that cause loss of sleep?

18 Q. Yeah, does he -- do you find his
19 medical conditions can cause loss of sleep?

20 A. No. I don't believe so. That might
21 be a question to ask him because it hasn't been
22 conveyed to me that it does.

23 Q. Is he on any medications?

24 A. He is.

25 Q. Do you know what those are?

1 D. Suri

2 A. Well, I know he's on short- and
3 long-term insulin. He is on -- I believe he's
4 on something -- I can't remember the name of
5 it -- to thin your blood. I can't remember.
6 And he's on something for his skin condition.
7 He has, like, diabetic psoriasis a little bit
8 in spots. He's on that. And I think he's on a
9 very low blood pressure medicine. I think it's
10 called a statin for his heart.

11 Q. Any new medications recently?

12 A. No.

13 Q. And you said his bypass was six
14 years ago.

15 Is that right?

16 A. I believe around that time.

17 Q. Okay.

18 And he was diagnosed with diabetes
19 when he was around 28 or 30?

20 A. Younger.

21 Q. He's --

22 (Multiple speakers.)

23 A. I'm sorry?

24 Q. He's lived that for a while?

25 A. Yes, yes.

1 D. Suri

2 Q. How can you tell whether one thing
3 or another is causing your husband stress?

4 A. The only way I can specifically
5 identify it what is new in his life that's
6 happening. Or sometimes I ask him.

7 Q. When did you start noticing his
8 symptoms with the bankruptcy?

9 A. Probably at the beginning of the
10 lawsuit when he was served with the lawsuit,
11 because we were both in shock, so.

12 Q. And when was that?

13 A. I don't recall the exact date.

14 Q. How about a year?

15 A. Probably like three, four years ago.

16 Q. So you've been living in a pretty
17 difficult situation for a while?

18 A. Well, no. I mean, after the
19 bankruptcy, after we got it and we settled out
20 of court and we made payments to the attorney,
21 things settled down. We got caught up on the
22 bills. After the bankruptcy we were able to
23 pay our bills and then he got a better job, so
24 things got better. But they were -- they were
25 difficult during that time while we were going

1 D. Suri

2 through it.

3 Q. Right.

4 You said you can still feel the
5 effects of that today?

6 A. I feel the effects. And I -- and
7 this -- what we're going through now kind of
8 just reminds us that that's what started this
9 whole thing. So, you know, if I -- if the
10 bankruptcy hadn't been done the way it was,
11 things would be less stressful right now.

12 MS. BARR: I don't have any other
13 questions. Thank you.

14 THE WITNESS: Oh, thank you.

15 (Continued on the following page to
16 include jurat.)

17

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24

25

1 D. Suri

2 MR. LYNGLIP: I have no questions.

3 Thank you.

4 I think that means we are done.

5 (Proceedings concluded.)

6 (Time Noted: 1:31 p.m.)

7

8

9

10 DEBRA SURI

11

12 Subscribed and sworn to before me

13 this day of 2021.

14

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25

C E R T I F I C A T E

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

I, LISA M. MURACO, a Notary Public
within and for the State of New York, New
Jersey, and Florida, do hereby certify:

That DEBRA SURI, the witness whose
deposition is hereinbefore set forth, was
duly sworn by me and that such deposition
is a true record of the testimony given by
such witness.

I further certify that I am not
related to any of the parties to this
action by blood or marriage; and that I am
in no way interested in the outcome of this
matter.

IN WITNESS WHEREOF, I have hereunto
set my hand this 6th day of December,
2021.



LISA M. MURACO

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ERRATA SHEET FOR THE TRANSCRIPT OF:

Case Name: SURI V EXPERIAN, et al.

Dep. Date: MONDAY, NOVEMBER 22, 201

Deponent: DEBRA SURI

CORRECTIONS:

Pg.	Ln.	Now Reads	Should Read	Reason
7				
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Signature of Deponent

SUBSCRIBED AND SWORN BEFORE ME

THIS ____ DAY OF _____, 2021.

(Notary Public) MY COMMISSION EXPIRES: _____



P.O. Box 30258
Salt Lake City, UT 84130

June 17, 2020

TINNY SURI


Re: Application Number 0200615200140
Merchant Name: Menards Big Card

Dear TINNY SURI:

Thank you for applying for a Menards Big Card account issued by Capital One, N.A. Unfortunately, we are unable to approve your application at this time. To obtain specific information about this decision, please write to us at Capital One, N.A., P.O. Box 98708, Las Vegas NV 89193-8708 or call us at 1-800-945-3500 within 60 days of your receipt of this letter. We will send you a written statement of the specific reasons for denial within 30 days of receiving your request.

Sincerely,
Capital One
Customer Care Team

FAIR CREDIT REPORTING ACT

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

TransUnion
PO Box 1000
Chester, PA, 19022
1-800-888-4213
www.transunion.com

INFORMATION ABOUT YOUR CREDIT SCORE

We also requested your credit score to make our credit decision. Your credit score is a number that reflects the information in your credit report. Your credit score can change, depending on how the information in your credit report changes. If you have questions about this specific credit score, please contact the consumer reporting agency at the address or telephone number provided.

Your Credit Score	668	Date: June 15, 2020
	Source: TransUnion	

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Exhibit 12



P.O. Box 30258
Salt Lake City, UT 84130

June 17, 2020

TINNY SURI
Page 2

Understanding Your Credit Score	
The range of scores	The score ranges from a low of 150 to a high of 950.
Key factors that adversely affected your credit score	DELINQUENCY SMALL NUMBER OF CLOSED SATISFACTORY ACCOUNTS PRESENCE OF DELINQUENT ACCOUNTS NUMBER OF REVOLVING ACCOUNTS HIGHLY UTILIZED NUMBER OF INQUIRIES

EQUAL CREDIT OPPORTUNITY ACT

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

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